SALES—RIGHT OF BUYER TO RELY UPON FRAUDULENT MISREPRESENTATIONS WITHOUT INVESTIGATION.—Defendant was induced to buy a large number of sewing machines through representations that a dealer in a town 18 miles away had ceased to handle that make. Three weeks later, after receiving the machines, defendant discovered that the representations were false, and sought to rescind. In a suit for the purchase price a verdict was directed for the plaintiff. *Held,* that when one party is guilty of fraud he cannot complain that the other relied on his representations. *White Sewing Machine Co.* v. *Bullock* (N. C. 1912) 76 S. E. 634.

Applying the doctrine of *caveat emptor,* courts have held that where there are no confidential relations between the parties, and the injured party had means at hand of discovering the truth he should investigate unless prevented from doing so by the fraud or artifices of the other party. This on the ground that public policy requires buyers to exercise ordinary prudence. *Bailey* v. *Merrel,* 2 Cro. Jac. 386; *Long* v. *Warren,* 68 N. Y. 426; *Slaughter* v. *Gerson,* 13 Wall (U. S.) 370; 20 L. Ed. 627; *Dalton Construction Co* v .*Block,* 157 Fed. 227; 20 Cyc. 32, 49. To the same effect are cases holding it necessary to investigate where a reasonably prudent man would have done so; and leaving the question to the jury. *Whiting* v. *Price,* 172 Mass. 420; *Holst* v. *Stewart,* 161 Mass. 516. The modern tendency, however, is towards the rule that negligence in trusting to misrepresentations does not excuse willful fraud. *Hale* v. *Philbrick,* 42 Ia. 81; *Griffin* v. *Lumber* Co., 140 N. C. 514; *Martin* v. *Hutton,* 90 Neb. 34; *Westerman* v. *Corder,* 86 Kan. 239; *Mt. Hope Nurseries Co.* v. *Jackson,* (Okla. 1912) 128 Pac. 250; WILLISTON SALES, §634. These latter cases could have gone on the ground that the means of discovering the truth were not "at hand," or that the circumstances were not so suspicious as to put a prudent man on his inquiry.

TRIAL—INCORRECT INSTRUCTION CURED BY CORRECT ONE.—In an action for damages for personal injuries, the judge gave an incorrect instruction to the effect that plaintiff was not guilty of contributory negligence in jumping from his engine if he acted as a reasonably prudent man would have acted under the circumstances "as they appeared to him." A correct instruction informed the jury that there could be no recovery unless the appearance of danger to the plaintiff were sufficient to justify a "person of reasonable firmness and prudence" in believing that it was necessary to jump. *Held,* that the defective instruction was cured by the correct one. *Chesapeake & O. Ry. Co.* v. *McCarthy* (Va. 1912) 76 S. E. 319.

The court, although expressing a doubt as to the incorrectness of the first mentioned instruction, assumed that it was wrong and based its decision squarely on the proposition that defects in one instruction may be cured by a correct statement of the law in another. The court follows the rule stated in *Adamson* v. *Norfolk & P. Traction Co.,* 111 Va. 556, 69 S. E. 1055: "Although an instruction standing alone, may have been misleading, the verdict of the jury will not on that account be set aside where it appears that the objection thereto was corrected by other instructions given by the court." The rule thus laid down is apparently contrary to the weight of authority,

and to what seems to be the more logical view. A recent case, *Alpha Realty & Rental Co.* v. *Randolph et al.* (Colo. 1912), 127 Pac. 245, contrary to the principal case, and in accord with the weight of authority, is noted in 11 MICH L. REV. 266.

WATERS—ACTION BY PROPERTY OWNER AGAINST WATER COMPANY FOR LOSS BY FIRE.—Defendant had entered into a contract with the city of S. to furnish water, among other purposes, for fire protection. It was further agreed that defendant should upon certain notice from the city, lay additional pipe and install new hydrants. Plaintiff, having been compelled to pay the amount of an insurance policy to an assured whose property in S. had been burned, sued defendant to recover damages alleged to have been suffered by reason of defendant's failure to put in new pipes and hydrants as ordered by the city pursuant to the contract. *Held* that plaintiff should not recover. *German Alliance Ins. Co.* v. *Home Water Supply Co.*, (1912) 33 Sup. Ct. 32.

Unfortunately the court was not called upon to decide the correctness of the court's dictum in *Guardian Trust & D. Co.* v. *Fisher*, 200 U. S. 57, 50 L. ed. 367, 26 Sup. Ct. 186, to the effect that for negligent failure on part of a private water company to furnish sufficient pressure in the hydrants there is a liability of the company in tort for damages thereby suffered by a property owner whose property is destroyed by fire. The court said in the principal case that the action was "not for negligence in operating the plant, but for breach of the contract of construction." See as to the general question 5 MICH. L. REV. 362; 8 MICH. L. REV. 485.

WILLS—ESTATES DEVISED—CONDITIONAL FEE AT COMMON LAW.—A man by his will devised land to his son and to the heirs of his own body. The son died without having gotten any issue. *Held* that this was a fee conditional at common law, and the condition having been fulfilled, the land reverted to the heirs of the original testator. *Sagers* v. *Sagers* (Iowa, 1912) 138 N. W. 911.

A fee conditional at common law is an estate limited to particular heirs, as of the body of the donee. The condition is that if donee die without such heirs, the estate shall revert to the grantor and his heirs; but after the birth of the particular issue to the donee he was held to have a fee simple, in so far that he might charge or alien the land as a fee simple or forfeit it for treason. *Brian's case*, 34 Edw. III; ROOD, CASES ON PROPERTY (2d ed.) 56; 1 Plowd. 227, 241; 2 BL. COM 111; 1 SPENCE, EQ. JUR. 141; *Croxall* v. *Sherrard*, 5 Wall. 268; *Pierson* v. *Lane*, 60 Ia. 60. Such alienation must take effect during the life of the life tenant, wherefore such cannot devise his fee conditional. *Jones* v. *Postell*, Harp. L. 92; *Burnett* v. *Burnett*, 17 S. C. 545. Nor can he covenant to stand seized to himself for life, remainder to J. S. in fee. *Bedingfield's Case*, Cro. Eliz. 895; *Machil* v. *Clark*, 2 Salk. 619; *Seymour's Case*, 3 Rep. 84b, 10 Rep. 96a. After birth of issue, husband may have curtesy in fee conditional to his wife. *Wright* v. *Herron*, 5 Rich. Eq. 441; *Withers* v. *Jenkins*, 14 S. C. 597; BAC. ABR. tit. Curtesy: and the wife may have dower in a like case, Yearbooks (Pike) 33 and 34 Edw. III,